

## **EXHIBIT "A"** **Scope of Services**

### **1.0 OBJECTIVE:**

The purpose of this agreement is to provide uniforms made with high quality, well fitted, durable, moisture resistant/quick dry shirts, shorts, pants, jackets and jacket liners to certain regular and supervisory employees in the District Four Florida Department of Transportation (FDOT). The uniforms will be provided to the Automotive Shop, Warehouse, Facilities, Bridge Inspection and Maintenance Employees within District Four locations (Broward, Palm Beach, and St. Lucie Counties). The uniforms will be rented from and cleaned by the Vendor. The Vendor will provide fittings for each employee and provide weekly scheduled pick-up and delivery services for each location specified within District Four FDOT. All garments shall be new Class "A". Jackets and Liners will be sold to either the Department or to individual employees. Quality features of garments must include a good fit and excellent durability for employees performing a variety of field and shop assignments.

All services described in this Agreement shall cover all existing and proposed services as amended during the term of this Agreement.

### **2.0 DEFINITIONS:**

#### **Agreement**

All documentation exhibits and attachments specifying services to be performed / provided by the Vendor, billing rates for these services and compensation for these services, and contract executed by both the Vendor and the Department.

A numbered Purchase Order / MFMP (My Florida Marketplace) C-Contract Agreement document issued by the Department or authorized designee authorizing the Vendor to provide the services required in accordance with the contractual services being performed / provided by the Vendor described in this Agreement.

#### **ANSI**

American National Standards Institute

#### **Class "A"**

Uniforms are defined as brand new, never used.

#### **Department**

Florida Department of Transportation (FDOT).

#### **Department Business Hours**

8:00 A.M. through 5:00 P.M., Monday through Friday in which the Department conducts routine business and deliveries should be schedule with each location.

#### **Department Non-Business Hours**

Holidays, weekends and night time frames in which the Department will be closed to conducting routine business. No deliveries allowed during non-business hours.

**Department Observed Holidays**

The following holidays are observed by the Department. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed. If the delivery date falls on a scheduled holiday, the Vendor must reschedule delivery on another day within the same week. The Vendor must contact the designated person of contact for the various locations to make the arrangements.

**The Following are Observed Holidays**

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day and the following day  
Christmas Day

**District Four FDOT Locations**

District Headquarter (Facilities, Maintenance and Bridge Inspection) Operations Centers (Broward, Palm Beach and Treasure Coast).

**Fiscal Year**

The Department Fiscal Year which begins July 1<sup>st</sup> of each calendar year and ends June 30<sup>th</sup> of the following calendar year.

**Notice to Proceed**

A letter issued by the Maintenance Office authorizing the start of the Agreement. There shall be One (1) Notice to Proceed issued for the initial Agreement. For any additional work that shall be added to this Agreement by amendment to the Agreement, an additional Notice to Proceed shall be issued for that work. The Vendor shall not commence work until receipt of a Notice to Proceed from the District Maintenance Office.

**Uniforms**

The terminology used for "uniforms" throughout the Agreement shall include the words **Uniforms, Garments and Items**. The uniforms will consist of shirts, shorts, pants, Welders' shirt, Welders' pants, Electrician shirt, Electrician pants, maternity smocks maternity pants, Jackets and Liners.

All uniforms will be as described under Department Procedure, "UNIFORMS FOR MAINTENANCE EMPLOYEES", Topic No.: 850-000-010-d, as amended, hereby referenced and made a part of this agreement.

**Rental**

Use of uniform items provided by the Vendor in exchange for payment at the bid unit price in accordance with the contract.

**Vendor**

The Vendor retained by the Department to perform the Contractual Services described in this Agreement.

**3.0 COORDINATION WITH THE DEPARTMENT**

3.0.1 All aspects of this Agreement shall be coordinated through the Department's Project Manager (or his or her designee). A MFMP Purchase Order shall be issued and a Notice to Proceed will be issued by the Department prior to the commencement of services.

**The Project Manager is:** Dianna Heard

**Located at:** District Four Maintenance Office  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3402  
Telephone Number: (954) 777-4207

3.0.2 The following persons are authorized to issue and/or approve a MFMP Purchase Order initiating the services under this agreement. In the Project Manager's temporary absence from the office, the Department shall authorize another individual to perform the Project Manager Duties.

**1. District Four Headquarters**

Patrick Freiwald (954) 677-7894  
Nilo Villena (954) 777-4096

**2. District Four Maintenance & Bridge**

Dianna Heard (954) 777-4207  
Alice Dobson (954) 777-4200 or (954) 777-4177

**3. Broward Operations Center & Ft. Lauderdale Warehouse**

Brigett Williams (954)958-7644  
James Tapscott (954)958-7620

**4. West Palm Beach Operations Center**

Cathleen Jackson (561) 370-1121  
Krista Martino (561) 370-1196

**5. Treasure Coast Operations Center**

Valarie Grant - St. Bernard (772) 489-7086  
Shannon Edwards (772) 489-7073

**4.0 SERVICES PROVIDED BY THE DEPARTMENT:**

4.0.1 The Department shall issue a formal Notice to Proceed authorizing the Vendor to begin services on a specific date. The Vendor shall not begin services until it has received the written Notice to Proceed from the Department and/or the Department's Project Manager (or designee).

- 4.0.2 The Department's Project Manager (or designee) shall issue a MFMP Contract for services as the Contracting Agreement.
- 4.0.3 The Department shall provide a Project Manager (or designee) for administering the terms and conditions of this Agreement.
- 4.0.4 The Department will monitor and record their employees' uniform choices of fabric, type of shirt, length of sleeves on an individual order form, and each employee will sign and date said individual order form. Employee choices will be selected at the beginning of the Agreement and can be changed ONLY as provided for in Section 6 for replacement of uniforms.

**5.0 SERVICES TO BE PROVIDED:**

- 5.0.1 The Vendor shall be responsible for the contractual services being provided as described in this agreement. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting and other forms of administrative management required to optimize services and support in compliance with the terms specified in this agreement.
- 5.0.2 The Vendor shall provide **Class "A"** uniforms at the start of the agreement. The initial delivery shall include eleven (11) sets for each approved employee requiring uniforms that work a 5-day workweek, or nine (9) sets for employees that work a 4-day workweek schedule, (depending on the number of days in the employees work week) and one extra set, should it be needed.
- 5.0.3 The Vendor shall provide the following Uniform Cleaning and Rental Services:
  - 5.0.3.1 One uniform set consisting of (1) shirt and One (1) pair of Long Pants/Shorts per workday for each approved employee requiring uniforms to perform their duties.
  - 5.0.3.2 Employees that work a Four (4) day work week will require Four (4) Uniform sets per week.
  - 5.0.3.3 Employees that work a Five (5) day work will require Five (5) Uniform sets per week.
- 5.0.4 Services the Vendor shall provide under this agreement shall include, but not limited to, any of the following which are applicable:
  - 5.0.4.1 Picking up soiled uniform items(s) from specified locations.
  - 5.0.4.2 Deliver clean, stain-free, wrinkle-free, damage-free uniform item(s) to specified locations. Jackets as applicable
  - 5.0.4.3 Make minor repairs to uniform item(s) - including small rips, reinforcing seams, replacing zippers, buttons, securing badges, replacing patches etc.
  - 5.0.4.4 Replace defective or damaged uniform item(s) beyond repair and/or deemed unfit by the Department. Uniforms must look "like new" and not be

faded or worn through.

- 5.0.5 All uniforms provided to the employees shall be delivered cleaned and pressed and not require any additional ironing.
- 5.0.6 The Vendor will provide Class "A" Uniform sets per employee at minimum every Two (2) Years from date of issuance during the term of the contract. These will be provided at no additional cost to the Department.
- 5.0.7 If the Agreement is Renewed, A complete Class "A", two-week set of uniform items per employee, will be provided at the time of the Renewal of the Agreement.
- 5.0.8 The Vendor shall also sell Class "A" jackets, with or without liners, to either the Department or the employee at the cost stated in Exhibit "C" – Bid Sheet.
- 5.0.9 Jackets shall be sold on an as needed basis to the Department or individual employee.
- 5.0.10 The Vendor shall NOT be required to sell jackets or liners to members of the employee's family or any other individual. Additionally, the Vendor shall NOT be required to extend credit to individual employees. The Department shall NOT be responsible for the payment of sales made to individuals.

5.0.11 **FITTING:**

The VENDOR shall visit each specified location within Five (5) Calendar Days after Notice to Proceed has been issued and measure appropriate personnel for the proper fit of uniforms (samples to be provided by the vendor). Fittings shall be scheduled and performed during regular work hours.

Additional scheduled fittings shall be performed as employees are hired, change uniform size/status (i.e., promotion, demotion, required maternity wear, physical changes, etc.). Employees requiring maternity wear shall be fitted for the uniform throughout the pregnancy. All additional fittings shall be at no additional cost to the DEPARTMENT.

5.0.12 **PATCHES:**

The VENDOR shall provide and sew patches of the cloth sew-on type on all uniform items as required by procedure 850-000-010-d as amended. The designs and colors desired are shown in procedure 850-000-010-d. The Vendor shall take names and titles of personnel for placement on patches at the time of fittings. Names and titles shall be stitched on by the VENDOR and shall be present on all uniforms prior to the initial delivery. If title or name changes occur, the VENDOR shall make the necessary changes at no additional cost to the DEPARTMENT.

5.0.13 **DELIVERY OF INITIAL UNIFORMS:**

The Vendor understands that the **Class "A"** uniforms shall be in place and delivered to each specified location within the District within Thirty (30) days after the Notice to Proceed.

Said Thirty (30) days start-up period shall be used for initial fitting, fabrication and preparation of uniforms and any other preparatory work that must be performed by the Vendor in order to provide uniforms in accordance with the Agreement specifications. The Thirty (30) calendar day start-up will not apply to Agreement Renewal or Extensions.

5.0.14 **PICK-UP:**

After initial delivery, the Vendor shall pick-up soiled uniforms and deliver cleaned and pressed uniforms once a week to each specified location. The Department will determine the date and time for the SCHEDULED PICK-UP/DELIVERY. The locations, dates and times are outlined below in **Section 9.0 - Specified Locations and Schedules**. The Vendor will provide a laundry receptacle acceptable to the Department at each pick up location capable of holding the week's worth of soiled items or an individual laundry bag per each employee at each location. If laundry bags are provided, they must be laundered and returned with each weekly delivery.

6.0 **REPLACEMENT AND REPAIRS:**

6.0.1 The Vendor shall replace all uniforms at minimum every two years during the term of this agreement on the 2-year anniversary of the contract. Replacement uniforms will include all replacement of badges/patches at no additional cost to the Department.

6.0.2 Repairs are to be made for minor damages to shirts, shorts and pants, i.e., replacement of buttons, stitching minor tears etc. at no additional cost to the Department. The Department will determine when item(s) are deemed unfit (No longer serviceable). (**See attached Cost Explanation Form used by the Department**).

6.0.3 The Department's Project Manager (or designee) will meet with the Vendor to discuss request for replacement item(s) that are deemed to be unfit. (**Refer to Section 6.0.6**) and complete the attached **Cost Explanation Form**.

6.0.4 Once it is determined that a replacement item(s) is needed, the Vendor shall deliver/return item(s) within Two (2) weeks of the scheduled pick-up date to the requesting specified location.

6.0.5 Replacements item(s) will be **Class "A"** –if worn out and/or display fading or abnormal wear and tear and/or deemed unfit or unserviceable by the Department.

6.0.6 Replacements may be requested as described below. The Vendor shall provide these replacements at no additional cost to the Department.

6.0.6.1 Uniform Item(s) that are worn out and/or display abnormal wear and tear.

6.0.6.2 Uniform Item(s) that are in part; frayed, thread-bare, stained to a point of appearing unclean.

6.0.6.3 Uniform Item(s) that have multiple repairs, including damages incurred during normal performance of their duties.

- 6.0.6.4 Uniform Item(s) with holes, rips and tears on welder's uniforms.
- 6.0.6.5 Uniform Item(s) with holes, rips, and tears not due to employee negligence.
- 6.0.6.6 Uniform Item(s) replacement to employees who have a change in size/status (i.e., promotion, demotion, required maternity wear, etc.), as needed shall be provided at no additional cost to the Department.
- 6.0.7 Notwithstanding 6.0.1, all Welders' uniforms will be replaced every six months. Welders' uniforms with holes, rips and tears will be replaced upon request.
- 6.0.8 Notwithstanding 6.0.1, uniform replacements due to physical changes, including maternity, will be provided as needed, not to exceed 4 sets of uniforms in a twelve (12) month period.

## **7.0 UNIFORMS:**

Quality features for uniform items must include a good fit and excellent durability for employees performing a variety of field and shop assignments. The jackets and liners shall be new and sold either to the Department or to the individual employees and will be ordered on an as needed basis Only.

The Vendor shall provide only general-purpose uniforms for some regular and supervisory employees located at the various locations throughout the District.

### **7.0.1 SHIRTS:**

The shirts shall be either male or female styled as appropriate to the employee. The shirts provided shall be no-iron work shirts, which are fully cut with long tails, having extra-strength buttons, permanent stays in collar, are double-needle sewn, and have soil-release finish. The shirts shall be either Sixty-Five (65%) Polyester and Thirty-Five (35%) Cotton or One Hundred (100%) Cotton as requested by the DEPARTMENT for each employee. The shirts shall be either long or short sleeve at the option of the DEPARTMENT for each employee. Shirts provided shall be Navy Blue, Light Blue or White at the option of the DEPARTMENT for each employee, according to the Florida Department of Transportation's Procedure 850-000-010-d as amended.

### **KNIT SHIRTS (Golf Shirts):**

The shirts shall be either male or female styled as appropriate to the employee, the shirt shall be fully cut, with long tails (males), have extra strength buttons, permanent stays on the collars, be should needle sewn, and have a soil-release finish. The shirt shall be either a blend Sixty-Five (65%) Polyester and Thirty-Five (35%) Cotton or One Hundred (100%) Cotton, performance knit/moisture quick dry at the option of the employee. The shirts must be of the appropriate quality to withstand daily use in a maintenance shop environment. The shirts shall be either long or short sleeve, at the option of the Department. Shirts provided shall be Navy

Blue, Light Blue or White at the option of the DEPARTMENT for each employee, according to the Florida Department of Transportation's Procedure 850-000-010-d as amended.

**Shirts shall consist of the following sizes:**

The Vendor shall be required to have stock on hand necessary to provide uniforms for all identified staff including but not limited to the sizes below or equivalent as approved by the Department.

**Male Sizing Chart**

S	M	L	XL	2 XL	3 XL	4 XLT	XLT <sup>5</sup>	6 XLT
S Long	M Long	L Long	X L Long	2 XL Long	3XL Long	4XL LT		

**Female Sizing Chart**

XS	S	M	L	XL	2 XL	3 XL
XS Long	S Long	M Long	L Long	X L Long	2 XL Long	3XL Long
XS Petite	S Petite	M Petite	L Petite	X L Petite	2 XL Petite	3XL Petite
XS Plus	S Plus	M Plus	L Plus	X L Plus	2 XL Plus	3XL Plus

**7.0.2 SHORTS/PANTS/CARGO PANTS:**

The shorts/pants provided shall be without cuffs, and shall be reinforced with bar-tack at all points of strain. The shorts/pants shall be either male or female styled shorts/pants, as appropriate, for each employee, at the option of the Department and provided in a range of sizes appropriate to provide proper fit to each employee to the satisfaction of the Department. The color of all pants shall be Navy Blue. The pants shall be Sixty-Five (65%) Polyester and Thirty-Five (35%) Cotton or One Hundred (100%) Cotton, at the option of the DEPARTMENT. The length of the shorts will be tailored to the individual but may not be any shorter than 1" above the knee or 2" below the knee.

**7.0.3 WELDER'S UNIFORMS:**

The Welders' shirts and pants shall be Flame-Resistant, long sleeves, button down shirt pockets and One Hundred (100%) Cotton, as requested by the Department for each employee. Welders' shirts shall be Navy Blue. Welders' pants shall be



Navy Blue and match the jacket in color. All welders' uniforms will be replaced every 6 months at no additional cost to the Department.

**Shirts shall consist of the following sizes:**

The Vendor shall be required to have stock on hand necessary to provide uniforms for all identified staff including but not limited to the sizes below or equivalent as approved by the Department

**WELDERS' SHIRTS SIZES**

S	M	L	XL	2 XL	3 XL	4 XLT
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**WELDERS' PANTS SIZES**

XS	S	M	L	XL	2 XL	3 XL
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**7.0.4 MATERNITY UNIFORMS:**

**7.0.4.1 SMOCKS:**

The smocks provided shall be no-iron work smocks, which are fully cut, having extra-strength buttons, permanent stays in collar, are double-needle sewn, and have soil release finish. The smocks shall be either Sixty-Five (65%) Polyester and Thirty-Five (35%) Cotton or One Hundred (100%) Cotton, at the option of the DEPARTMENT. The smocks shall be either long or short sleeve, at the option of the DEPARTMENT for each employee. Smocks provided shall be Navy Blue, Light Blue or White at the option of the DEPARTMENT for each employee, according to Procedure 850-000-010-d as amended. Smocks will be ordered on an as needed basis only.

**7.0.4.2 MATERNITY PANTS:**

The pants shall be without cuffs, and reinforced with bar-tack at all points of strain. The color of all pants shall be navy blue. The pants shall have either an elastic waist or a stretchy front panel to allow for comfort, at the option of the Department. Other than the elastic waist or front panel, the pants shall be Sixty-Five (65%) Polyester and Thirty-Five (35%) Cotton or One Hundred (100%) Cotton, at the option of the DEPARTMENT. Maternity Pants will be ordered on an as needed basis only.

**7.0.5 JACKETS:**

The **Class "A"** uniform jacket shall match the pants in color, type of material and construction. Uniform jackets shall have long sleeves, and have provisions for new, long-sleeved "zip-in" liner. The breast pockets (if any) on the jacket must have button-down flaps. The jacket must be either Red Kap (RN15200) JT30NV or Department approved equivalent, and the jacket liner must be Red Kap (RN15220) LN10BK or Department approved equivalent.

High Visibility Jackets shall have long sleeves, with removable fleece lining and include a hood that is integral or added to the Jacket. High Visibility Jackets must be reflective safety Lime/Yellow and meet ANSI Type III standards.

Jacket liners will be either black or navy blue. The jackets and liners shall be new and sold either to the Department or to the individual employees and will be ordered on an as needed basis only.

**8.0 WARRANTY:**

8.0.1 The VENDOR must provide for trial fittings and size exchanges until the employee is satisfied with the sizes and fit provided. No size warranty is required on jackets or liners after they have been worn. The VENDOR shall correct any problems due to defective materials and workmanship of purchased items by providing **Class "A"** new replacements at no additional cost to the DEPARTMENT. Service life of jackets and liners shall be warrantied for a minimum of 2 years. New jackets or liner garments shall be provided at a cost pro-rated from actual life of the product and the expected product life under the job conditions in which they are used.

8.0.2 Upon notice of deficiency, the Vendor shall correct said deficiency, replace the defective item, or credit the Department for the services not performed, at the discretion of the Department. The Department's Project Manager (or his or her designee) shall have the right to determine which course of correction should be taken. The risk shall be the responsibility of the Vendor having possession or control at the time of the loss.

8.0.3 The Vendor understands that when deficiencies are indicated in a review, the Vendor will immediately implement remedial action to eliminate the deficiencies.

**9.0 SPECIFIED LOCATIONS and SCHEDULE:**

The Vendor shall be required to schedule Pick-Up/Delivery the specified items to the following Locations:

**Locations & Schedules:**

1. FDOT - District Four Headquarters  
Facilities Department  
3400 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Total Estimated Number of Employees for the above location: **3**  
Number of Workdays per week: **5 days**

SCHEDULED PICK-UP / DELIVERY TIME	SCHEDULED PICK-UP / DELIVERY DAY
10:00 AM	Monday

2. FDOT - District Four Headquarters  
Bridge Structures Department  
3400 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309

Total Estimated Number of Employees for the above location: **12**  
Number of Workdays per week: **4 days**

SCHEDULED PICK-UP / DELIVERY TIME	SCHEDULED PICK-UP / DELIVERY DAY
10:30 AM	Monday

3. FDOT - Broward Operations Center  
Warehouse Department  
5548 NW 9<sup>th</sup> Avenue  
Ft. Lauderdale, Florida 33309

Total Estimated Number of Employees for the above location: **60**  
Number of Workdays per week: **4 days (50 Employees)**  
Number of Workdays per week: **5 days (10 Employee)**

SCHEDULED PICK-UP / DELIVERY TIME	SCHEDULED PICK-UP / DELIVERY DAY
11:00 AM	Monday

4. FDOT – West Palm Beach Operations Center  
7900 Forest Hill Boulevard  
West Palm Beach, Florida 33413

Total Estimated Number of Employees for the above location: **36**  
Number of Workdays per week: **4 days (36 Employees)**

SCHEDULED PICK-UP / DELIVERY TIME	SCHEDULED PICK-UP / DELIVERY DAY
10:00 AM	Monday

5. FDOT – Treasure Coast Operations Center  
3601 Oleander Avenue  
Ft. Pierce, Florida 34982

Total Estimated Number of Employees for the above location: **32**  
Number of Workdays per week: **4 days (32 Employees)**

SCHEDULED PICK-UP / DELIVERY TIME	SCHEDULED PICK-UP / DELIVERY DAY
10:00 AM	Monday

**NOTE:**

There are some employees that can only wear **100% cotton** uniforms and will be identified upon the initial fitting.

Uniforms must have the patches consisting of the FDOT emblem and a name and title shall be sewn on the shirts. No other modifications will be made to the uniform.

## **10.0 WORK SUPERVISION AND SUPERVISOR REQUIREMENTS**

- 10.0.1 All contractual services and/or commodities being performed or provided by the Vendor as described in this Agreement must be performed or provided by or under the direction of a person qualified or licensed as specified in this Agreement and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed/provided.
- 10.0.2 The Vendor shall adhere to all other applicable local, state and federal laws, regulations and guidelines pertaining to the type of services being performed/provided by the Vendor as described in this Agreement.
- 10.0.3 The Vendor's Project Manager/Supervisor shall also be responsible for notifying the Department and/or Department's Project Manager (or designee) of any disorder, breakage or emergencies and problems to the Department's Project Manager (or designee) which occur while the contractual services are being performed/provided by the Vendor as described in this Agreement. The Vendor shall be responsible for any and all damages caused by its employees.
- 10.0.4 The Vendor's prospective supervisor/project managers shall be available to meet with the Department's Project Manager (or designee) at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the Vendor assuming the responsibilities of this Agreement. This time spent shall not be billable to the Department. The Vendor shall be required to meet the Department's Project Manager (or designee) at a minimum, once quarterly. This schedule will be determined prior to the initial fitting of the uniforms at each location.
- 10.0.5 If during the term of this Agreement, a new Supervisor/Project Manager is to be employed by the Vendor to meet the provisions of the Vendor's Supervisor/Project Manager the individual shall be available to meet with the Department's Project Manager (or designee) within 14 calendar days at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the Vendor's new Supervisor/Project manager assuming the responsibilities of this Agreement. This time spent shall not be billable to the Department.
- 10.0.6 The Vendor shall notify the Department if any changes of contact persons responsible for providing the contractual services identified in this Agreement.

## **11.0 SUBCONTRACTOR(S):**

- 11.0.2 The Vendor shall be fully responsible for the satisfactory completion of all subcontracted work.
- 11.0.3 The Vendor shall provide the Department or Department's Project Manager (or designee) with copies of the names of all sub-contractors or employees who shall performed the work as required.

## **12.0 COMMUNICATIONS:**

**12.0.1 VENDOR CONTACT INFORMATION:**

The Vendor shall be required to submit the following items to the Department, at the initial meeting with each specified location:

1. The name of the Vendor's Project Manager(s)/Supervisor(s) assigned to this Agreement, along with their work telephone number(s) and cellular phone(s).
2. The Department shall be advised at all times as to the identification and means of contacting the Vendor's Project Manager(s) / Supervisor(s) during the term of this Agreement.

**12.0.2 RESPONSE TIME:**

12.0.2.1 The Vendor's Project Manager(s)/Supervisor(s) shall respond by telephone by the end of the next business day after receiving a call from the Department and or Department's Project Manager (or designee), and if required shall be present at the location in question within 2 business days after being contacted by the Department and/or the Department's Project Manager (or designee). The Vendor shall respond to emergencies and provide immediate services.

**13.0 LICENSE and INSURANCE QUALIFICATIONS:**

13.0.1 The Vendor shall hold the licenses necessary to provide the contractual services being performed / provided by the Vendor as described in this Agreement in the locations specified within the District Four Area.

13.0.2 The Vendor shall provide the Department's Project Manager (or designee) with proof that the Vendor's Firm (not the individual) is authorized and licensed to conduct business in the State of Florida.

13.0.3 The Vendor shall provide the Department's Project Manager (or designee) with copies of a current State of Florida Occupational License for the services required.

13.0.4 The Vendor shall provide the Department's Project Manager (or designee) with copies of the names of all sub-contractors or employees who shall be performing the work as required if applicable.

13.0.5 The Vendor shall certify that skilled employees and/or sub-contractor(s) / sub-consultant(s) possess the necessary specialty licenses, as required by the law to perform the work, shall provide the contractual services being performed/provided by the Vendor as described in this Agreement and any other services that may be required.

**14.0 DELAYS IN COMPLETING SERVICES:**

The Vendor shall not be held liable for failure to carry out the terms of this Agreement to the extent that such failure is beyond the control of the Vendor, as determined by the

Department:

**15.0 METHOD OF OPERATIONS:**

If the procedural regulations referenced herein are revised or suspended before the services by the Vendor are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

The Vendor shall furnish all of the following required to conduct the appropriate work tasks as required:

- 15.0.1 All labor, services including shipping, delivery, materials, equipment, machinery, tools, apparatus, expertise, means of transportation, travel, supplies, incidentals, supervision, notifications and any other items required to perform the services are included in the Bid Unit Price Exhibit "C" – Bid Sheet specified in this Agreement.
- 15.0.2 The Vendor shall be responsible for the safe and efficient service as requested by the Department of Transportation.
- 15.0.3 The Department and/or Department's Project Manager (or designee) reserves the right to review any and all products used.
- 15.0.4 All services provided shall be accomplished in accordance with Department procedures and all applicable local, state and federal ordinances, regulations, codes or other directives pertaining to the services being provided which are in effect at the time the services are provided.

**This includes but is not limited to:**

- 15.0.4.1 All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
  - 15.0.4.2 All applicable sections for the CFR (Code of Federal Regulations).
  - 15.0.4.3 OSHA (Occupational Safety and Health Administration).
  - 15.0.4.4 All applicable sections of the Florida Transportation of Labor and Employment Security (FDLES) Standard Specifications for the contractual services being performed/provided by the Vendor as described in this Agreement.
- 15.0.5 All transportation and delivery vehicles free of pests.

**16.0 PROJECT RECORDS:**

- 16.0.1 The Vendor shall maintain complete and accurate project records, in hard copy of all activities and any other events relating to this Agreement.
- 16.0.2 Upon pick-up of uniforms, the Vendor shall count and verify shirts, shorts and pants

per employee and provide a report to the Department's Project Manager (or designee) for all items sent for cleaning, replacement and/or repairs.

16.0.3 The Vendor shall be required to ensure items being returned shall correspond to the items picked up the previous week. The Vendor shall provide a report to Department's Project Manager (or designee).

16.0.4 The Vendor shall document any services not provided and provide copies to the Department's Project Manager (or designee) with One (1) business day that the service was supposed to be provided.

## **17.0 ADDITIONAL SERVICES:**

17.0.1 In the event that the Department and/or the Department's Project Manager (or designee) request additional services not covered under this Agreement, an amendment will be issued prior to any additional work being undertaken. The Vendor agrees to negotiate any necessary cost changes.

## **18.0 INSPECTION**

18.0.1 All uniform garments listed in the specification, in accordance with this scope of services, delivered to the DEPARTMENT not in compliance with the requirements of the specifications given herein or found to be poorly manufactured, will not be accepted, but returned to the VENDOR, at their expense, for immediate replacement (within forty-eight (48) hours, excluding Saturday and Sunday). Replacement of all garments found defective shall be made without cost to the DEPARTMENT.

18.0.2 The VENDOR shall be responsible for the inspection of the garments at the time of pickup, before leaving said facility. Any damages found at this time of said inspection must be brought to the attention of the Department's Project Manager (or designee) before leaving the facility. Proper repair or replacement decision will be identified at that time. If no damages are reported at that time, it will be considered that all uniforms are in good serviceable order.

18.0.3 The Department's Project Manager (or designee) will be responsible for the inspection of the garments within 1 business day of delivery. Any damages found at time of said inspection must be brought to the attention of the VENDOR. Proper repair or replacement decision will be identified at that time.

18.0.4 All items cleaned and returned, not meeting requirements, in accordance with the Exhibit "A" – Scope of Services, or found to be poorly cleaned, will be returned to the VENDOR and tagged with written explanation. A suitable replacement for any such item must be delivered within two (2) working days of return, at no additional cost to the DEPARTMENT.

18.0.5 Failure of the VENDOR to perform services, deliver goods, and/or meet delivery times established pursuant to this Agreement, shall constitute a "Performance Deficiency" on the VENDOR'S part.

Said Performance Deficiency will subject the VENDOR to a Reduction in Compensation at the following terms:

1. Should the Performance Deficiency equal 5% or more of items delivered in a one (1) month period per delivery location, the VENDOR shall deduct an amount equal to the deficient items from the invoice for that delivery location regardless if the deficiencies are corrected.
2. Should the VENDOR achieve Performance Deficiencies for two (2) consecutive months or three (3) months of deficiencies in a twelve (12) month period, the invoice reductions will increase to three times the number of deficient items. The applicable amount will be deducted from the invoice and the VENDOR will submit a detailed plan to the DEPARTMENT on how to ensure Performance Deficiencies will be corrected and prevented from recurring. This plan shall be submitted within thirty (30) days from the second (2nd) or third (3rd) deficiency as noted above. Failure to submit a plan will result in withholding of VENDORS' payment (s), for that specific location, until the DEPARTMENT receives a plan.
3. Continued Performance Deficiencies or failure to follow the improvement plan by the VENDOR will be grounds for the DEPARTMENT to terminate this Contract in accordance with the terms and conditions established herein.